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15 Attorneys for Plaintiffs  
16 Meyer Intellectual Properties Ltd. and  
17 Meyer Corporation, U.S.

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

18 Meyer Intellectual Properties Ltd. and  
19 Meyer Corporation, U.S.

20 Plaintiffs,

21 v.

22 SharkNinja Operating LLC, and  
23 SharkNinja Sales Co.

24 Defendants.

CASE NO. 8:24-cv-2205

**COMPLAINT FOR DAMAGES**

**JURY TRIAL DEMAND**

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**COMPLAINT**

Plaintiffs Meyer Intellectual Properties Ltd. (“Meyer IP”) and Meyer Corporation, U.S. (“Meyer U.S.”) (collectively “Meyer”) file their Complaint against Defendants SharkNinja Operating LLC and SharkNinja Sales Co. (collectively “SharkNinja”) and allege as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement of United States Patent No. RE50150 (the “’150 Patent”) arising under the Patent Act, 35 U.S.C. § 271 *et seq.*, based on Defendants’ unauthorized manufacture, importation, use, offer for sale, and/or sale of SharkNinja’s “Nest System” cookware products, including Nest System cookware sets that include nesting lids as well as nesting lids sold individually, and any other products with a similar lid nesting structure (the “Accused Products”) in violation of Meyer’s patent rights.

**PARTIES**

***Plaintiffs***

2. Plaintiff Meyer IP is a corporation organized under the laws of the British Virgin Islands, and has its principal place of business in Hong Kong. Meyer IP owns the ’150 Patent.

3. Plaintiff Meyer U.S. is a Delaware corporation with its principal place of business at 1 Meyer Plaza, Vallejo, California. Meyer U.S. is the exclusive licensee of the ’150 Patent.

***Defendants***

4. On information and belief, Defendant SharkNinja Operating LLC is a limited liability company organized and existing under the laws of Delaware, having a principal place of business located at 89 A Street, Suite 100, Needham, MA 02494.

5. On information and belief, Defendant SharkNinja Sales Company is a Delaware corporation organized and existing under the laws of Delaware, having a principal place of business located at 89 A Street, Suite 100, Needham, MA 02494.

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1 6. On information and belief, Defendants manufacture, use, sell, offer to sell,  
2 and import the Accused Products.

3 **JURISDICTION AND VENUE**

4 7. This Court has original subject matter jurisdiction over this action pursuant  
5 to 28 U.S.C. §§ 1331, 1338(a), and 1338(b).

6 8. This Court has personal jurisdiction over SharkNinja because SharkNinja  
7 has committed acts of infringement in this district giving rise to this action and has  
8 established more than minimum contacts within this district such that the exercise of  
9 jurisdiction over SharkNinja in this Court would not offend traditional notions of fair  
10 play and substantial justice.

11 9. Upon information and belief, SharkNinja conducts substantial business in  
12 California and in this district, including, but not limited to, selling the Accused Products  
13 to residents of California and this district, and conducting day-to-day business  
14 operations out of at least two facilities this district.

15 10. Two out of the eight locations through which SharkNinja states it operates  
16 within the United States are located in this district -- namely Chino, California, and  
17 Irvine, California:

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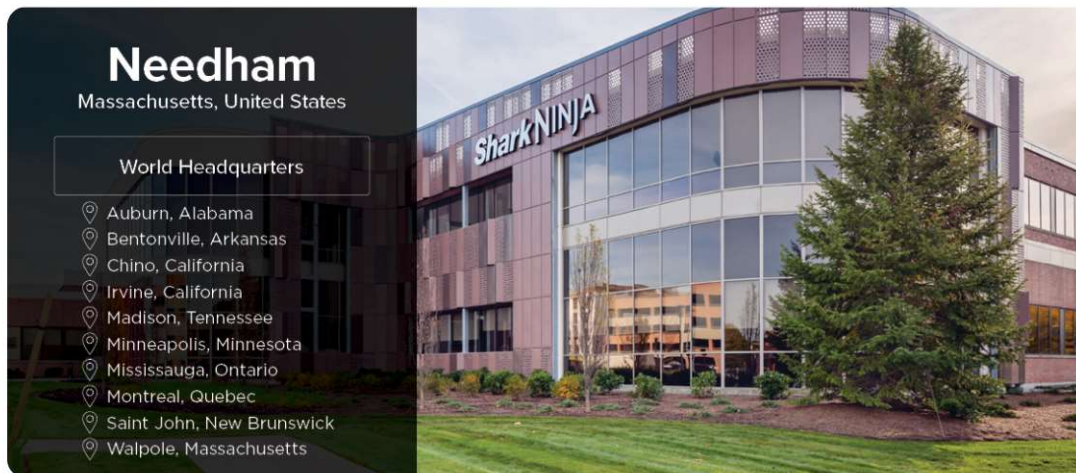
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18 **Where We Work**

19 North America

Europe

Asia



1 See <https://sharkninja.com/our-company>.

2 11. Upon information and belief, SharkNinja warehouses and distributes the  
3 products it sells in and out of at least one of its facilities in this district.

4 12. Venue is proper in this judicial district under 28 U.S.C. § 1400 because  
5 SharkNinja has committed acts of infringement in this district and has a regular and  
6 established place of business in this district.

7 **FACTUAL BACKGROUND**

8 ***Meyer’s ’150 Patent***

9 13. Meyer IP owns the ’150 Patent.

10 14. Exhibit A is a true and correct copy of the ’150 Patent.

11 15. The ’150 Patent, entitled “Lid and Knob Configured for Stacking,” was  
12 duly and legally issued on October 1, 2024.

13 16. SharkNinja has been infringing, and continues to infringe, the ’150 Patent  
14 by making, using, selling, offering for sale, and/or importing in the United States its  
15 Nest System cookware products with nesting lids. An example of one of these products  
16 being offered for sale and sold on SharkNinja’s website is pictured in Exhibit B  
17 (SharkNinja Nest System cookware set from [https://www.ninjakitchen.com/products/  
18 ninja-neverstick-premium-nest-system-13-piece-cookware-set-zidC59600](https://www.ninjakitchen.com/products/ninja-neverstick-premium-nest-system-13-piece-cookware-set-zidC59600))

19 17. Plaintiffs informed SharkNinja that it was infringing the ’150 Patent and  
20 demanded that SharkNinja stop its infringement in a letter sent to SharkNinja prior to  
21 service of this Complaint.

22 18. SharkNinja continues to make, use, sell, offer for sale, and/or import the  
23 Accused Products without authorization from Plaintiffs.

24 19. Meyer and SharkNinja are direct competitors in cookware products.

25 20. The Accused Products compete with Meyer cookware products, including  
26 cookware embodying the invention patented in the ’150 Patent.

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**COUNT I**

**PATENT INFRINGEMENT**

21. Meyer repeats and realleges the allegations in each of the foregoing paragraphs 1 through 20 as if fully set forth herein.

22. SharkNinja has directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '150 Patent pursuant to 35 U.S.C. § 271(a) by making, using, selling, offering for sale and/or importing into the Accused Products..

23. SharkNinja’s Accused Products meet all of the claim limitations of at least the independent claims of the '150 Patent.

24. The Accused Products are cookware products that include lids that can stably stack (or “nest”) by using structures covered by claims of the '150 Patent.

25. SharkNinja touts the advantages of its products’ nesting feature in marketing the Accused Products, describing the Accused Products as having a “unique nesting design [that] saves space and protects the cooking surfaces of your pots and pans during storage.” See <https://www.ninjakitchen.com/products/ninja-neverstick-premium-nest-system-13-piece-cookware-set-zidC59600>.

26. The Accused Products comprise a plurality of stackable lids (the “Nest System Lids”) that allow one to “[o]rganize and stack lids in any order”:

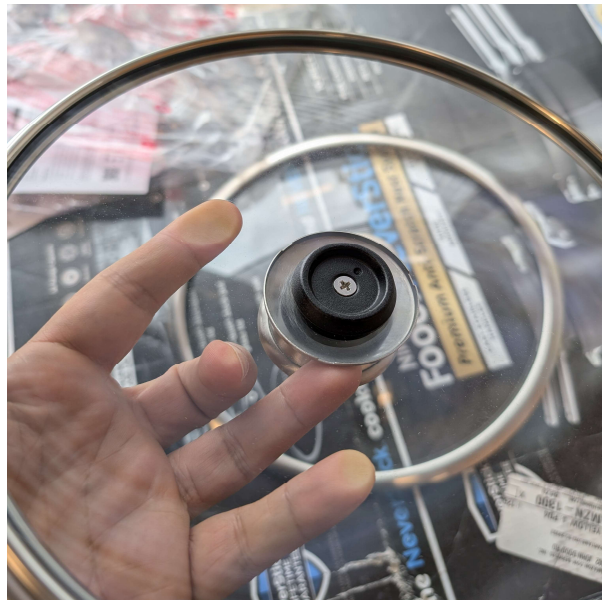
**Premium Anti-Scratch Nest System**



**Stackable lids**  
Organize and stack lids in any order

1 See [https://www.ninjakitchen.com/products/ninja-neverstick-premium-nest-system-](https://www.ninjakitchen.com/products/ninja-neverstick-premium-nest-system-13-piece-cookware-set-zidC59600)  
2 13-piece-cookware-set-zidC59600.

3 27. The Nest System Lids include a conical protrusion with a sidewall that  
4 extends downward from a lower side of a cover of the lid:



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15 28. The Nest System Lids further include a knob extending upward from the  
16 upper side of the cover that has a dimple, where the dimple has a sidewall extending  
17 from the end of the knob to a base of the dimple.

18 29. The dimples and protrusions of the Nest System Lids are complementary  
19 to one another, such that the Nest System Lids may interchangeably stack by allowing  
20 the dimple of one lid to receive the protrusion of a second lid:



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1           30. When stacked, a top surface of the knob end of the bottom lid extends  
2 above the dimple and supports a surface adjacent to the protrusion of the top lid to  
3 provide support to the top lid without contact between the corresponding sidewalls of  
4 the dimple and protrusion.

5           31. The complementary portion of the knob on top of each lid is configured to  
6 receive and support the conical portion of any other lid to stably stack the lids without  
7 the top surface of the knob of the bottom lid contacting the lower portion of the knob or  
8 the lower side of the cover of the top lid.

9           32. When stably stacked, the conical portion of the lid on top partially fills the  
10 complementary portion of the lid under it.

11           33. SharkNinja also induces the infringement of one or more claims of the '150  
12 Patent by others and is liable as a contributory infringer pursuant to 35 U.S.C. §§271(b)  
13 and (c).

14           34. SharkNinja induces consumers to use Nest System Lids in conjunction  
15 with other Nest System Lids, thereby infringing the '150 Patent.

16           35. The individual Nest System Lids sold by SharkNinja are a material  
17 component of the invention of the '150 Patent. SharkNinja expects and knows that the  
18 Nest System Lids are especially made for use in an infringement of the '150 Patent and  
19 are not a staple article or commodity of commerce suitable for substantial noninfringing  
20 use.

21           36. SharkNinja has taken no steps to cease its infringement of the Nest System  
22 cookware products or to cease inducing others to infringe claims of the '150 Patent, or  
23 to cease contributing to their infringement.

24           37. SharkNinja's infringement of the '150 Patent has caused and will continue  
25 to cause Plaintiffs damages in an amount to be determined at trial for which Plaintiffs  
26 are entitled to compensation pursuant to 35 U.S.C. § 284.

27           38. SharkNinja's infringement of the '150 Patent has caused and will continue  
28 to cause Plaintiffs immediate and irreparable harm unless such infringing activities are

1 enjoined by this Court pursuant to 35 U.S.C. § 283. Plaintiffs have no adequate remedy  
2 at law.

3 39. This case is exceptional.

4 40. Plaintiffs are entitled to enhanced treble damages and an award of attorney  
5 fees pursuant to 35 U.S.C. § 285.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs respectfully request that the Court:

8 41. Adjudge that Defendants have infringed one or more claims of the '150  
9 Patent in violation of the Patent Act;

10 42. Permanently enjoin Defendants, their employees, agents, officers,  
11 directors, successors, affiliates, subsidiaries, and assigns, and all of those in active  
12 concert and participation with any of the foregoing, from infringing the '150 Patent;

13 43. Order Defendants, their employees, agents, officers, directors, successors,  
14 affiliates, subsidiaries, and assigns, and all of those in active concert and participation  
15 with any of the foregoing persons or entities to destroy, at their own expense, all  
16 products in their possession that infringe the '150 Patent;

17 44. Order Defendants to account and pay damages adequate to compensate  
18 Plaintiffs for Defendants' infringement, including pre-judgment and post-judgment  
19 interest and costs;

20 45. Declare this case exceptional and award Plaintiffs their reasonable attorney  
21 fees as well as enhanced treble damages; and

22 46. Award such other and further relief as this Court deems just and proper.

23  
24 DATED: October 10, 2024

**AKERMAN LLP**

25  
26 By: /s/ Joshua Mandell  
Joshua Mandell  
27 *Attorneys for Plaintiffs*  
*Meyer Intellectual Properties Ltd. and*  
28 *Meyer Corporation, U.S.*



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**DEMAND FOR JURY TRIAL**

Plaintiffs Meyer Intellectual Properties Ltd. and Meyer Corporation, U.S. hereby demand a trial by jury on all issues which may be tried to a jury.

DATED: October 10, 2024

**AKERMAN LLP**

By: /s/ Joshua Mandell  
Joshua Mandell

*Attorneys for Plaintiffs  
Meyer Intellectual Properties Ltd. and  
Meyer Corporation, U.S.*

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